

Exhibit J

Interlocal Agreement

Between the

Broward Metropolitan Planning Organization

and the

South Florida Regional Transportation Authority

for

Administrative Services

THIS INTERLOCAL AGREEMENT FOR Administrative Services ("Agreement"), dated June 1, 2010 between the **Broward Metropolitan Planning Organization** ("MPO") and the **South Florida Regional Transportation Authority**, a body politic and corporate, an agency of the State of Florida ("RTA" or "SFRTA").

WITNESSETH

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the MPO as the metropolitan planning organization for the Broward urbanized area and the MPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local government within the Broward urbanized area; and

WHEREAS, Section 339.175(2), Florida Statutes, provides that the MPO shall be considered a legally independent governmental entity distinct from the state or the governing bodies of the local governments represented on the governing board of the MPO; and

WHEREAS, the MPO is a legally independent governmental entity and has the authority to contract with other governmental entities for the provision and exchange of certain services within the parameters as defined in this Agreement; and

WHEREAS, the MPO wishes to obtain certain support and facilities services from the RTA to assist the MPO in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the RTA for same; and

WHEREAS, the RTA has the authority to enter into said Agreement and to provide the

services hereinafter described; and

WHEREAS, the purpose of this Agreement is to define the services to be provided to the MPO by the RTA and to fix the compensation to the RTA for such services;

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto to hereby agree as follows:

1. ADMINISTRATIVE SERVICES TO MPO

The RTA shall provide to the MPO the administrative services as provided below (collectively referred to herein as the "Services"):

(a) Employee/Employment Related Services

- (i) Payroll.** It is currently anticipated, as of the execution of this Agreement, that the MPO may employ approximately seventeen (17) employees. The RTA shall provide payroll and record-keeping services for the employees of the MPO, which shall include those services normally provided for RTA employees, including without limitation: (1) record-keeping of hours worked, annual leave earned, sick days, wages earned and paid, payroll taxes paid, and federal tax information; (2) management of payments to the State of Florida Retirement System ("FRS"), if applicable; and (3) management and administration of MPO employee payroll, including administration of appropriate payroll deductions for applicable employee benefits, if any. The RTA shall be responsible for the initial data entry of time-keeping information, including, without limitation, such items as hours worked, annual leave hours requested/used, and sick leave used, into the RTA's record keeping system. RTA shall only be responsible for the processing of information provided by the MPO, and the management of payroll funds, payments, and retirement contributions resulting from such MPO-provided information. The MPO shall adopt the same timesheet method utilized by the RTA and shall provide RTA with timesheet information on an ongoing basis within the timeframes requested by the RTA.

- (ii) Personnel Policies and Management.** The RTA shall have no management or control over, or responsibility for MPO employees. Employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of MPO employees, shall be adopted by, and implemented by the MPO.

The MPO, as to its employees, shall be responsible for compliance with all applicable federal, state and local employment laws. The MPO shall also be responsible for responding to and defending against in any legal proceedings any claims brought under any federal, state and local employment laws, as well as any claims of wrongful termination of employment, libel, slander, intentional infliction of emotional distress, fraud, conspiracy, negligence, and breach of duty to employees.

- (iii) **Personnel Training.** MPO and RTA employees shall be permitted to participate, at cost and on a space-available basis, in personnel-related training courses or programs provided by either party. In the event the MPO requests that RTA provide training to its personnel, such training shall be provided at cost to the MPO.
- (iv) **Retirement Plan Maintenance.** The parties acknowledge and agree that the MPO has the obligation to confirm that some or all of its employees are, and shall continue to be covered by pension benefits under the pension benefit program(s) of the FRS. The RTA services hereunder shall include only the processing and payment (at the sole cost of the MPO or the respective employee) of the employer (MPO) and employee contributions to such plans, and the associated record-keeping with respect to such payments.
- (v) **Employee Health Insurance and Other Benefits.** Subject to the other provisions of this Agreement, the MPO shall be responsible for securing its own health insurance coverage and workers compensation insurance for the MPO employees. In the event the MPO is permitted to enroll its employees in the same State of Florida employee health insurance plans as those currently available to the RTA employees ("State Plans"), then the MPO employees shall be subject to the same costs and eligibility requirements pursuant to the State Plans. The RTA's role regarding health insurance shall be limited to enrolling MPO employees in State Plans and arranging for premium deductions from MPO employee paychecks. The MPO shall be responsible for any employer contributions pursuant to the State Plans and any other employee benefits.

The MPO acknowledges that the benefits under the State Plans may not be available for the first month after enrollment ("Initial Enrollment Period") by the MPO employees as premiums are paid in advance. The MPO acknowledges that it and/or its employees shall be solely responsible for obtaining any benefits offered through the State Plans or otherwise during the Initial Enrollment Period.

RTA shall not be responsible for any claims handling functions, including any payments for health services, which shall be solely the responsibility of the health insurance plans.

(b) **Accounting and Other Administrative Services**

The RTA shall also provide the following administrative support services to the MPO. All services provided by the RTA under this Paragraph shall be as provided for within the existing RTA operational framework and software systems' capabilities, and shall not require the RTA to modify its current operating procedures, unless the RTA, in its sole discretion, elects to make the modifications and the costs for such modifications are paid for by the MPO at the hourly rates provided in Exhibit "A," attached hereto and made a part hereof, or for a negotiated amount agreeable to both parties.

- (i) **Accounting and Audit Services.** The RTA shall establish and operate a cost center

within the existing accounting system of the RTA for the MPO for the payment of all MPO invoices, and shall provide financial management of federal, state, local, and other monies granted (or otherwise made available) to the MPO in accordance with generally accepted accounting principles.

The MPO cost center shall include accounts payable and receivable and shall be operated as a separate, segregated fund with self-balancing accounts. The cost center accounting system shall be capable of providing monthly reconciliations to budget figures.

The RTA shall also provide audit services to the MPO, and shall include the MPO in the RTA's annual audit. Additional charges billed to the RTA, if any, for the inclusion of the MPO in the RTA's annual audit, shall be billed, at cost, to the MPO pursuant to the provisions of Paragraph 2(b) below. Should the MPO request any additional audit services, such services shall be provided by the RTA pursuant to mutual agreement with the MPO, and such additional audit costs, if any, shall be reimbursed to the RTA as mutually agreed. The parties agree to provide to each other and any other third party all information necessary to complete any such audits. Failure by the MPO to provide this information in a timely fashion to the RTA may result in the RTA refusing to perform these services for the MPO.

Notwithstanding the foregoing, the parties agree that the MPO, as a distinct legal entity, shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including, but not limited to, the filing of applicable tax returns, has been done, regardless of whether such functions are performed by the RTA staff and outside auditor, or privately.

- (ii) **Procurement Services.** As applicable or appropriate, the RTA shall allow MPO to procure goods or services pursuant to RTA's existing contracts with vendors for both goods and services which are not provided by direct agreement with the RTA. The RTA shall be solely responsible for determining if the MPO can take advantage of such existing contracts. Other procurement-related services shall be addressed using the procurement hourly rate provided in Exhibit A or at a negotiated cost agreeable to both parties.
- (iii) **Liability Insurance.** The MPO shall procure its own liability insurance as it deems appropriate, subject to the same opportunity to use existing RTA contracts as discussed in Paragraph 1(b)(ii) above.
- (iv) **IT and Communications Services.** The RTA shall provide the MPO information technology ("IT") services to install, service, and maintain the MPO's computer and communications systems, as, if applicable, more particularly described herein in Exhibit B, attached hereto and made a part hereof. The parties agree that the IT and communication services provided by the RTA to the MPO to install and set up the MPO computer and communications systems shall be paid on an hourly basis using the IT rates provided in Exhibit A.

Except for the initial setup described above, the on-going provision of maintenance, installation of software or software upgrades, service or repairs with respect to the MPO computer and telephone system(s) (if any) shall be provided by the RTA to the MPO and shall be included in the annual administrative fee provided in Exhibit A (“Annual Administrative Fee”); except where such services may be provided by a third-party vendor, in which case the MPO shall reimburse the RTA for the cost of such services. If any Services covered by the Annual Administrative Fee require RTA personnel to travel to the MPO’s office, the MPO shall, additionally, reimburse the RTA for travel time based on the hourly rates set forth in Exhibit A.

The cost of any computer or communications hardware, computer software or website design, installation, configuration and maintenance shall be borne by the MPO. Any software or telecommunications licenses obtained by the RTA on behalf of the MPO, which, according to the licensor, must be obtained in the name of the RTA, shall be obtained in the name of the RTA.

- (v) **Grants.** The MPO and the RTA shall, as mutually agreed, provide grant writing and such other services each to the other, on an as-requested basis and for such compensation as the parties shall agree.

2. RTA COMPENSATION AND ADVANCES/REIMBURSEMENTS

(a) RTA Compensation

Except as provided herein, the RTA compensation for Services shall be the Annual Administrative Fee as provided in Exhibit A and shall be payable in accordance with (b) below. The parties agree to revisit the Annual Administrative Fee and hourly rates provided in Exhibit A on an annual basis, or as otherwise agreed by the parties.

In the event work is requested by the MPO that requires a significant use of RTA resources, or is beyond the general support addressed in this Agreement, the hourly rates in Exhibit A shall apply. In the event the RTA must hire an outside provider to perform the Services, the MPO: (i) shall be offered the opportunity to instead provide the Services itself, whether using its own employees or independent contractors; and (ii) if agreed, shall reimburse the RTA the invoice amounts of the RTA’s outside providers. Any such costs shall be reimbursed monthly to the RTA by the MPO pursuant to the mechanism outlined in this Paragraph 2(b).

(b) RTA Advance and Reimbursement of Funds

- (i) **Advance of Funds by RTA.** The RTA shall, to the extent that adequate funds are available in the RTA’s approved budget, advance monies to the MPO for the payment of the MPO’s operational expenses in accordance with the MPO’s then-current budget, adopted Unified Planning Work Program, and this Agreement; subject to monthly reimbursement by the MPO. The outstanding balances of any such advances at any given time by the RTA shall not exceed \$1,000,000.00. The

MPO shall be solely responsible for reimbursement to the RTA for any advanced funds.

(ii) **Reimbursement of Costs to RTA.**

a. Reimbursement of Third Party Costs

(1) All direct and indirect MPO operating costs or other costs, inclusive, without limitation, of: (1) payroll, unemployment compensation taxes, workers compensation premiums, health or other insurance costs and retirement contributions and other miscellaneous employee expenses authorized by the MPO pursuant to its personnel policies (e.g. dues, subscriptions, travel expenses); (2) goods and services; and (3) rent, utilities, insurance and communications services are the sole responsibility of the MPO, and shall be payable to the RTA monthly, in arrears, as reimbursement for all such costs paid by the RTA on behalf of the MPO in the then-ending month.

(2) The MPO shall be responsible for the review of all invoices submitted to the RTA for payments and shall certify to the RTA that the invoices are accurate and should be paid by the RTA. In the event the MPO disputes any invoice provided by one of its vendors, the MPO shall forward to the RTA only the undisputed amount of the invoice for payment.

(3) The RTA may reasonably prorate and shall be reimbursed for any charges that accrue in the name of the RTA, but that were incurred jointly by both the RTA and the MPO.

(4) The RTA shall provide the MPO with monthly expense reports no later than the 15th of each month, which shall indicate all payments made by the RTA on behalf of the MPO to third parties in the prior month ("Monthly Expense Report"). Upon the MPO's receipt of the Monthly Expense Report from the RTA, the MPO shall review and then submit invoices to the appropriate federal, state and local grantors for the program expenditures reflected in the Monthly Expense Report within fifteen (15) business days after receipt of each Monthly Spending Report.

(5) The MPO shall forward reimbursement payments to the RTA no later than five (5) business days following the MPO's receipt of such federal, state and local grant funds.

b. Reimbursement for Services

The RTA shall submit RTA invoices for the Services on a monthly basis to the MPO. The MPO shall review the RTA invoices and shall approve such invoices within fifteen (15) business days after receipt. The MPO shall submit the RTA invoices for payment to the applicable federal, state and local grantors within

fifteen (15) business days after the receipt of the RTA invoices. The MPO shall notify the RTA in writing of any disputed amounts on the RTA invoice(s) within ten (10) business days after receipt of any invoice from the RTA. The MPO shall process payment of any undisputed amounts in the manner described herein.

The MPO shall forward reimbursement payments to the RTA no later than five (5) business days following the MPO's receipt of such federal, state and local grant funds.

- (iii) **Credit Against RTA Fees.** The RTA shall request a match of local funds, in the same manner in which the RTA currently requests a match using toll revenues.

3. MPO OBLIGATIONS

All administrative support of the MPO's functions not expressly assumed by the RTA by the terms of this Agreement shall be provided by the MPO. Such matters include, but are not limited to: budgeting, travel policies, personnel policies, planning studies, procurements of goods and services not available under existing SFRTA or State contracts, and other operational functions required of, or permitted to, the MPO under state or federal law.

4. DURATION AND TERMINATION

(a) Term

This Agreement shall have an initial term of two (2) years, commencing on the Effective Date (as defined herein). This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other a minimum of one hundred eighty (180) days notice of its intent not to allow the Agreement to renew.

(b) Termination

Either party may terminate this Agreement for convenience at any time upon not less than one hundred eighty (180) days prior written notice to the other party.

In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon fifteen (15) days written notice to the other party.

Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed 30 days) all records held by it with respect to this Agreement. The RTA shall release all funds of the MPO then held by the RTA after application thereof to any outstanding amounts owed hereunder to the RTA. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in

the event of the other party's default under this Agreement.

After termination, this Agreement shall be of no further continuing effect and the parties shall have no obligations to each other hereunder except those specifically noted as surviving termination and those arising on or before the date of termination.

5. INDEMNIFICATION

In the event of any legal protests or litigation relating to any MPO procurements, employment matters or any other actions taken by the MPO while this Agreement is in effect, the MPO shall, to the extent permitted by law, save harmless, indemnify, and defend SFRTA, SFRTA's consultants and contractors, and Florida Department of Transportation, and their agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including, but not limited to, worker's compensation claims, and including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any party indemnified hereunder, whether for personal injury, property damage, direct or consequential damages, or economic loss, which arose from MPO's negligence with respect to any actions taken by the MPO while this Agreement is in effect or resulting from the use by the MPO, or by any one for whom the MPO is legally liable, of any materials, tools or other property of SFRTA. The MPO's obligations under the above section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

In the event of any claim, demand or cause of action arising out of a negligent act, error, omission, *or* misconduct by the MPO or its agents, SFRTA shall deal directly with the carriers involved to whom the claim was reported.

6. EFFECTIVE DATE

This Agreement shall be effective as of June 1, 2010 ("Effective Date"), and either party is hereby authorized to file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Chapter 163, Part I, Florida Statutes.

7. MISCELLANEOUS

(a) Notices

Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery (such as FedEx) addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so

delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

To RTA: South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: Executive Director

With copy to: South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064
Attention: General Counsel

To MPO: Gregory Stuart
Executive Director BMPO
Governmental Center, Suite 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

(b) Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances, which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

(c) Relationship of Parties

This Agreement is not intended to create and does not create an agency or independent contractor relationship between the RTA and MPO.

(d) Incorporation by Reference

The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this

reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this agreement that are referenced to this Agreement are, by this reference made a part hereof and are incorporate herein.

(e) Governing State Law; Venue

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.

(f) Severability

If any term, provision or remedy of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term, provision or remedy of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(g) Headings

Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(h) Construction

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentem*" shall not be applied to the interpretation of this Agreement.

(i) Assignability

This Agreement shall not be assigned by either party without the express written permission of the other party.

(j) Entire Agreement/Amendments

This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

ATTEST:



13, MAY 2010

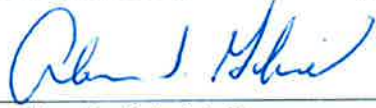
MPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By:  CHAIR
Daniel J. Stermer, Chairman

13 day of May, 2010.

Approved as to form and legal sufficiency for the use of and reliance by the MPO only:

By: 
Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

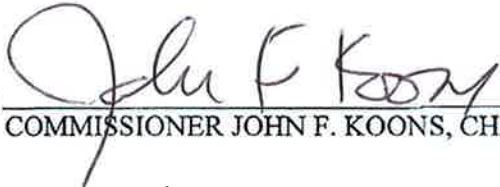
RTA

ATTEST:

**SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY ORGANIZATION**



JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By: 

COMMISSIONER JOHN F. KOONS, CHAIR

28 day of May, 2010.

Approved as to form by:



CHRIS BROSS, Director Procurement



TERESA MOORE, General Counsel

EXHIBIT A

RTA COMPENSATION

1. ANNUAL ADMINISTRATIVE FEE

The MPO shall pay to the RTA, in consideration of the administrative services to be provided under the Agreement, an annual fee ("Annual Administrative Fee") which shall not exceed One Hundred Thousand and NO/1XX Dollars (\$100,000.00).

2. HOURLY RATES

Procurement Hourly Rate: \$ _____

IT and Communications Hourly Rate: \$ _____

Finance Hourly Rate: \$ _____

Human Resources Hourly Rate: \$ _____

SFRTA HOURLY RATES

TITLE	HOURLY RATE*
ACCOUNTING	
acct manager	64.49
budget manager	59.76
adminasst	30.83
grant adminst	44.73
ap supvr	45.39
acct supvr	58.00
ap specialist	34.47
accountant	38.81
sr accountant	44.20
fin director	108.96
IT	
IT manager	72.93
network admin	58.37
database analyst	39.97
web devlpr	48.13
PROCUREMENT	
director	86.36
manager	56.65
adminasst	29.40
staff	40.53
staff	50.49
staff	41.93
staff	42.32
staff	48.72
HR	
director	85.08
adminasst	38.63

* Rates include benefits and G&A

EXHIBIT B

IT And Telecommunication Services To Be Provided By The RTA To The MPO:

Initial IT Setup and Installations Services

- Specify, acquire, install, configure and test telephones, telephone system and telephone-related services;
- Activate and ensure smart-phone data synchronization with e-mail server, as applicable;
- Work with MPO staff and the Broward County ITS Department to transfer IT equipment and electronic files from the Broward County system to the RTA system;
- Install, configure and test existing MPO and newly acquired PCs, workstations, printers, application software and other IT equipment;
- Install, configure and test MPO local area network wiring and equipment, ensure office connectivity with RTA local area network, remote connectivity though VPN and access to Internet;
- Establish MPO e-mail accounts, network accounts, application accounts and separate MPO e-mail domain on RTA e-mail server;
- Install and configure anti-virus and related security applications;
- Transfer web domain and host MPO web pages on RTA web server;
- Work with MPO staff to determine disk space requirements;
- Install, configure and test file servers, tape backup units and network-based data storage as required;

Recurring Services

- Troubleshoot and provide technical support for telephone-related issues;
- Monitor, maintain and upgrade telephone system as required;
- Upgrade smart-phone handheld OS and provide second-line technical support of smart-phone-specific issues (cell provider will be first-line of support for phone-specific issues);
- Monitor, maintain and upgrade smart-phone-related servers and software as required;
- Maintain, upgrade, troubleshoot and provide technical support for PCs, workstations, printers and other IT equipment as required;
- Maintain, monitor, upgrade, troubleshoot and provide technical support for the RTA network, its servers, components, network security, network services and interconnectivity to Internet resources as required;
- Monitor, maintain and upgrade web server as required;
- Provide help desk support for desktop computer and application trouble shooting;
- SQL database administration;
- Perform backup of data on RTA file servers, verify data integrity and monitor backup services;
- Monitor network, server and security logs and respond as appropriate;

Ad-Hoc Services

- Modifications and enhancements to MPO website and IT application development

The MPO agrees to comply with the relevant FERPA policies and procedures regarding information technology ("IT") and computer usage. In the event the parties have differing policies, the parties agree to reach agreement on the policies to apply to the MPO.